

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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WEATHERFORD SWITZERLAND TRADING
AND DEVELOPMENT GMBH, solely in its
capacity as Administrative Agent of a certain
indenture dated as of June 28, 2016;
WEATHERFORD LATIN AMERICA, S.C.A.,

Plaintiffs,

v.

PETRÓLEOS DE VENEZUELA, S.A. AND
PDVSA PETRÓLEO, S.A.,

Defendants.

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Case No: 1:23-cv-10703-LJL

**DECLARATION OF YSAURA
OCANDO IN FURTHER
SUPPORT OF PLAINTIFFS'
MOTION FOR SUMMARY
JUDGMENT**

I, Ysaura Ocando, declare pursuant to 28 U.S.C. § 1746 as follows:

1. I submit this declaration in further support of Weatherford Latin America, S.C.A. (“Weatherford Latin America”) and Weatherford Switzerland Trading and Development GmbH’s (“Weatherford GbmH,” collectively “Weatherford”) motion for summary judgment. I have first-hand knowledge of the information set forth in this declaration.

2. I am currently employed by Weatherford de México S. de R.L. de C.V., (“WME”) a Mexican affiliate in the Weatherford family of companies. I previously worked for Weatherford Latin America for almost twenty years. As discussed below, I was directly involved with the Note and Note Agreement that is the subject matter of this action, and with Weatherford’s attempt to collect payment on the Note.

3. I am the OTC (orders to cash) manager for Weatherford Latin America. I have held this position for approximately 10 years. Prior to that I was an accounting analyst and an invoicing supervisor.

4. From December 2000 until January 2020, I worked out of Weatherford Latin America’s office in Lechería, Estado Anzoátegui in Venezuela. I currently work out of a different Latin American

country, but I have the same position as OTC Manager and Venezuela is still one of the countries within my scope of responsibility.

5. I worked with Weatherford's Treasurer Max Kricorian when he was the Controller of the Latin America regions in 2016 and 2017, and since approximately May 2021, when he became Assistant Treasurer and then Treasurer of the Weatherford family of companies.

6. As the OTC manager, I am responsible for overseeing all orders, invoicing, payments, and debt collection on behalf of Weatherford Latin America. When I was in the Venezuela office, I oversaw a team of approximately 20 employees.

7. I am familiar with the Note Agreement and Note between Weatherford, Petróleos de Venezuela, S.A. ("PDVSA") and PDVSA Petróleo, S.A. ("Petróleo") that is the subject matter of this lawsuit. (Exhibits 1, 2 and 7, 8). I was the OTC manager in Weatherford's Venezuela office at the time the parties entered into the Note Agreement, and PDVSA issued the Note.

8. I personally prepared the list of Novated Receivables that are attached at Annex 1 to the Note Agreement. (Exhibit 2) This is a list of the outstanding accounts receivable PDVSA or one of its affiliates owed to Weatherford Latin America. It was my responsibility to oversee invoicing and collection with respect to each of the invoices listed on Annex 1.

9. I also was present at PDVSA's offices in Caracas, Venezuela on or about June 28, 2016, when Weatherford signed the Note Agreement at the office of PDVSA's legal manager. I accompanied Omar Del Castillo who was the manager of Weatherford Latin America's office in Venezuela at the time. Reinaldo Zahn, then a Vice President of Weatherford and Yony Zambrano, an account manager at Weatherford, were also there. Edoardo Orsoni and Andrea Leal from PDVSA's legal department were also present.

10. Mr. Del Castillo signed the Note Agreement on behalf of Weatherford Latin America and Weatherford GmbH. My recollection is that Orlando Chacin of PDVSA had already signed the Note Agreement and Note on behalf of PDVSA. The Note Agreement and Note that are Exhibits 1 and

2 (and 7 and 8) are true and accurate copies of the Note Agreement that was signed that day and the Note that was issued by PDVSA.

11. After the parties entered into the Note Agreement and the Note issued, it was my responsibility to ensure that PDVSA made the required payments. As discussed in the affidavit of Max Kricorian, dated October 25, 2023, PDVSA made the quarterly interest payments that were due in September and December 2016 and March and June 2017. PDVSA also made the quarterly interest and principal payments that were due in September and December 2017 – but those payments were late. I have first-hand knowledge that PDVSA made those payments, given my access to Weatherford's JP Morgan Bank account. I verify that these payments were made.

12. The last payment made by PDVSA was the December 2017 payment made in euros on January 18, 2018, through Novo Banco. Claudia Perez of PDVSA sent to Weatherford's Assistant Treasurer, Joshua Silverman, an email confirmation of this payment and copied me on the email. (Exhibit 9).

13. PDVSA has not made any payments on the Note since January 2018. I know this because, as described above, it was my responsibility to track PDVSA's compliance with its payment obligations under the Note.

14. While I was the person responsible for overseeing PDVSA's payments – or failure to make payments – under the Note, and Weatherford GmbH, the Administrative Agent for the Note, signed the formal communications to PDVSA, Weatherford's Assistant Treasurer, Joshua Silverman was the person who emailed the official communications to PDVSA and sent follow-up emails to PDVSA regarding payment.

15. Mr. Silverman copied me on his email correspondence with PDVSA.

16. PDVSA failed to make the principal and interest payments that were due on March 28, 2018. On April 3, 2018, Weatherford sent a Notice of Default to PDVSA. Mr. Silverman copied me on

the email transmitting the notice to PDVSA. Exhibit 3 is a true and correct copy of the Notice of Default and the email transmitting the Notice that I received on or around that same day.

17. PDVSA did not make any payments in response to the Notice of Default, or otherwise respond to the Notice. As a result, On April 16, 2018, Weatherford sent a Notice of Acceleration to PDVSA. Mr. Silverman copied me on the email he sent transmitting the Notice of Acceleration. Exhibit 4 is a true and correct copy of the Notice of Acceleration and the email transmitting the Notice that I received on or around that same day.

18. PDVSA did not make any payments in response to the Notice of Acceleration or otherwise respond to the Notice.

19. Mr. Silverman sent several additional emails to PDVSA seeking payments that were due and outstanding under the Note, including on June 5, 2018, June 21, 2018, June 22, 2018, June 25, 2018, July 13, 2018, August 4, 2018, September 20, 2018, November 5, 2018, and December 7, 2018. True and correct copies of this email correspondence are attached at Exhibit 5. Mr. Silverman copied me on each of these emails, and I recall receiving them at or around the time they were sent. I was also copied on an email transmitting the letter to PDVSA that is attached as Exhibit 6.

20. I am aware that sanctions imposed by the United States on Venezuela were in effect during this time period. As a result, Weatherford's treasury department in our office in Venezuela worked with Weatherford's bank, JP Morgan, to make sure that payments from PDVSA could be processed.

21. On November 5, 2018, Mr. Silverman sent PDVSA an email indicating that JP Morgan would accept payments in euros through Gazprom Bank and included a letter detailing the amounts due (in euros) and detailing payment instructions for PDVSA. A copy of Mr. Silverman's email is one of the emails in Exhibit 5 but does not include the attached letter. I was copied on that email and received the email and letter at the time it was sent. A true and correct copy of that email with the letter, dated November 6, 2018, is attached to the Kolatch Declaration at Exhibit 10.

22. PDVSA did not send payment through Gazprom Bank – or any other bank – and made no further payments on the Note. Weatherford also did not receive any payments from Petróleo.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 4th day of March, 2024.

A handwritten signature in blue ink, appearing to read "Ysaura Ocando", is positioned above a horizontal line.

Ysaura Ocando